STANDARD UTILITY AGREEMENT

U-0037: ZAYO GROUP, LLC

County: Fort Bend

Highway: FM 1093 Westpark Extension Phase II

This Agreement by and between the County of Fort Bend, Texas, ("County"), and Zayo Group LLC, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the County has deemed it necessary to make certain highway improvements as designated by the County and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of assets into a predesignated corridor according to the following schedule:

Start Date – April 2, 2018 Completion Date – May 31, 2018

and more specifically shown in **Utility's** Plans and Specifications, Estimated Costs, and Schedule which are attached hereto as Exhibits *A," "B" and "C."

WHEREAS, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the County wishes to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under such subchapter.

WHEREAS, the County, upon receipt of evidence it deems sufficient, acknowledges Utility's interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with Utility to govern the terms for participation in the costs of the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** fifty percent (50%) of the documented actual costs incurred for relocation of the utility in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. Utility shall supply, upon request by the County, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 90 days after completion of the work.

Zavo Group, LLC

Fort Bend County

Initial

7/3/18 Date

PAGE 1 OF 7

When requested, the County will make intermediate payments at not less than monthly intervals to Utility when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the County will, by written notice, authorize the Utility to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility.

However, for any failure by Utility to conclude said adjustment, removal, or relocation by the stated completion date not caused by events outside Utility's control, the County may elect to: (1) reduce the reimbursement to Utility by one percent (1%) each day delayed; or (2) relocate the facility at the sole cost and expense of Utility.

The County will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for County reimbursement.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;

Fort Bend County

- 2. Plans & Specifications (Attachment "A");
- 3. Utility Construction Cost Estimate (Attachment "B");
- 4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the County and Utility.

This agreement is subject to cancellation by the County at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the County. However, the County will review and reimburse the Utility for eligible costs incurred by the Utility in preparation of this Agreement.

The Utility acknowledges to and for the benefit of the County and State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds and as such, requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Utility pursuant to this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The Utility by execution of this agreement does not waive any of the rights which Utility may have within the limits of the law.

Initial

Zayo Group, LLC

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that Fort Bend County, Texas makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Utility:	Zayo Group, LLC Name of Utility
Ву:	Wan any
	Authorized Signature Cossity
	Print or Type Name
Title:	General Coursel
Date:	April 5, 2018

UTILITY

Date
Fort Bend County

Initial Date Zayo Group, LLC

EXECU	TION RECOMMENDED:
COUNT By:	Robert E. Hebert,/County Judge
Date:	9-25-2018 SIONERS
ATTES1	Laura Righard, County Clerk Laura Righard, County Clerk
APPRON	Richard W. Stolleis, P.E., County Engineer
APPRO\	Marcus D. Spencer, First Assistant County Attorney
	AUDITOR'S CERTIFICATE
	hereby certify that funds are available in the amount of \$ 158,621. to accomplish and pay the of Fort Bend County under this contract.
00	Stardwant, County Auditor
Fo	The Bend County

Exhibit A

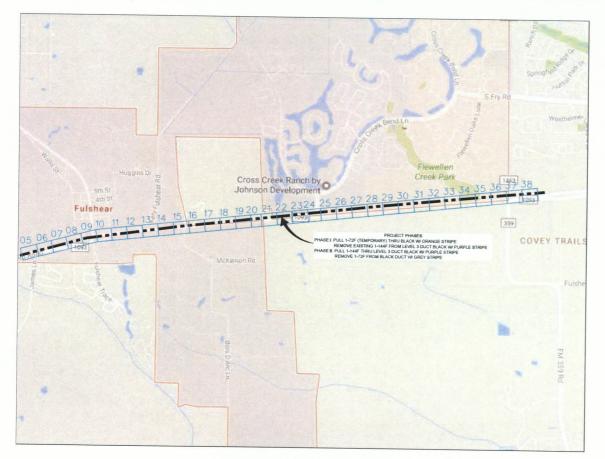
Plans & Specifications

Pate
Fort Bend County

Initial 7/5/18

Zavo Group 11 C

ADDRESS: FM 1093 WESTPARK, FULSHEAR, TX PROJECT NAME: FM 1093 WESTPARK EXTENSION PHASE II





LOCATION MAP



SITE LOCATION

MAP NOT TO SCALE

CONTACTS

LEVEL (3) COMMUNICATIONS KEITH HALL

ENGINEER: GOLDEN FIELD SERVICES, INC. ERIK BAKER P: 903-357-3282

SITE INDEX

1 - COVER SHEET! SITE LOCATION
2 - LEGEND
3 - GENERAL NOTES 1
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4 - ANDIDEN SHERAL SHERATIC
4 - SABLE PULL SCHEMATIC
4 - RAKE OFF TABLES

OSP SCOPE OF WORK:

CONTRACTOR IS TO CAPTURE EXISTING 8-1.5" HDPE & SPLICE INTO EXISTING 144F. PLACE NEW HH FOR LEVEL(3), FIBER LIGHT, & CYRUS ONE LEAVING COIL IN NEW LEVEL(3) HH FOR SPLICE. APPROXIMATELY 1,915' WEST OF HARRIS ST. CONTRACTOR IS TO END PROJECT AT EXISTING LEVEL (3) HH & SPLICE INTO EXISTING 1-144F. APPROXIMATELY 60' EAST OF FM 1463

PHASE I: CONTRACTOR IS TO PULL 1-72F (TEMPORARY) THRU BLACK W/ ORANGE STRIPE DUCT. CONTRACTOR IS TO THEN REMOVE EXISTING 1-144F CABLE FROM LEVEL (3) DUCT BLACK W/ PURPLE STRIPE.

PHASE II: CONTRACTOR IS TO PULL 1-144F IN LEVEL (3) DUCT BLACK W ORANGE STRIPE. CONTRACTOR IS TO THEN REMOVE EXISTING 1-72F (TEMPORARY) OUT OF BLACK WITH PURPLE STRIPE DUCT.

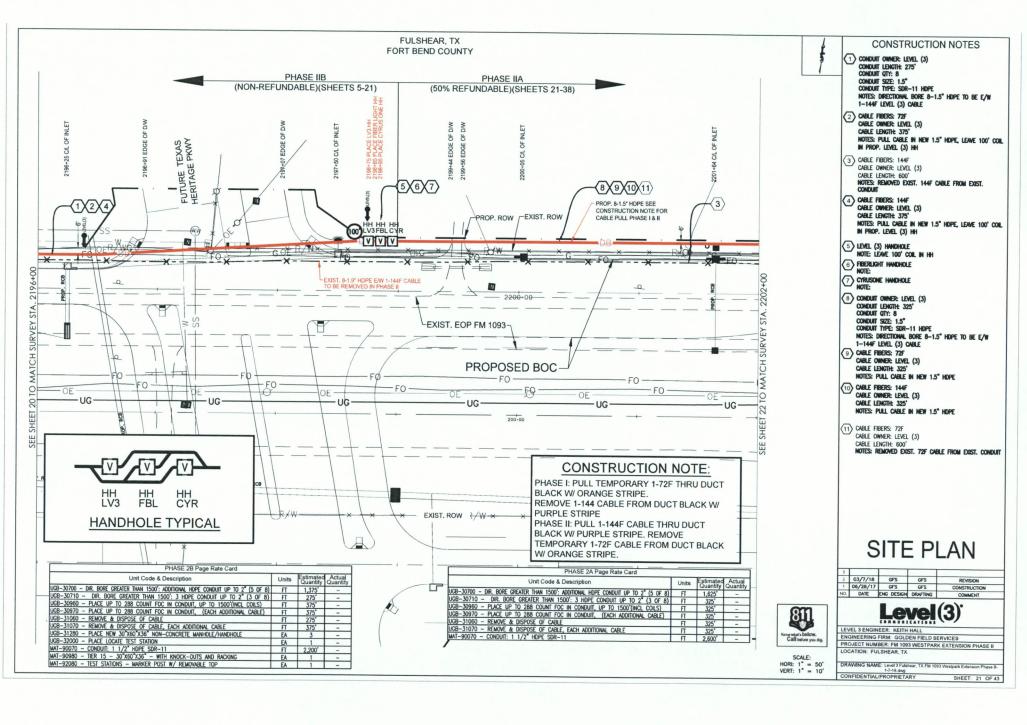
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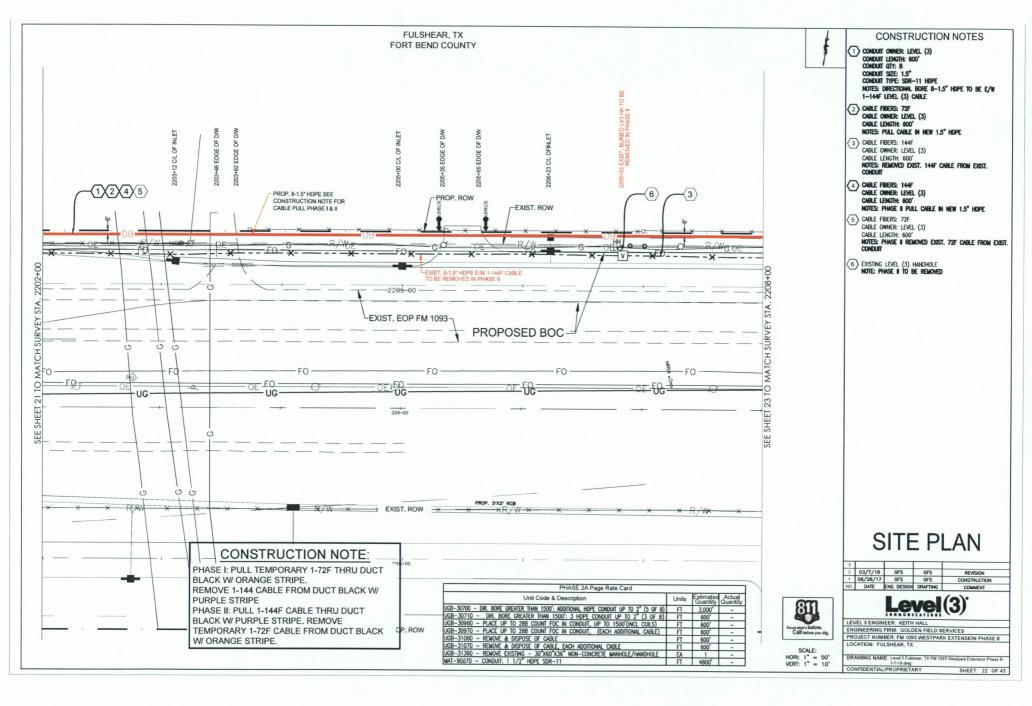
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ADNUMBER:
CITY:
CITY

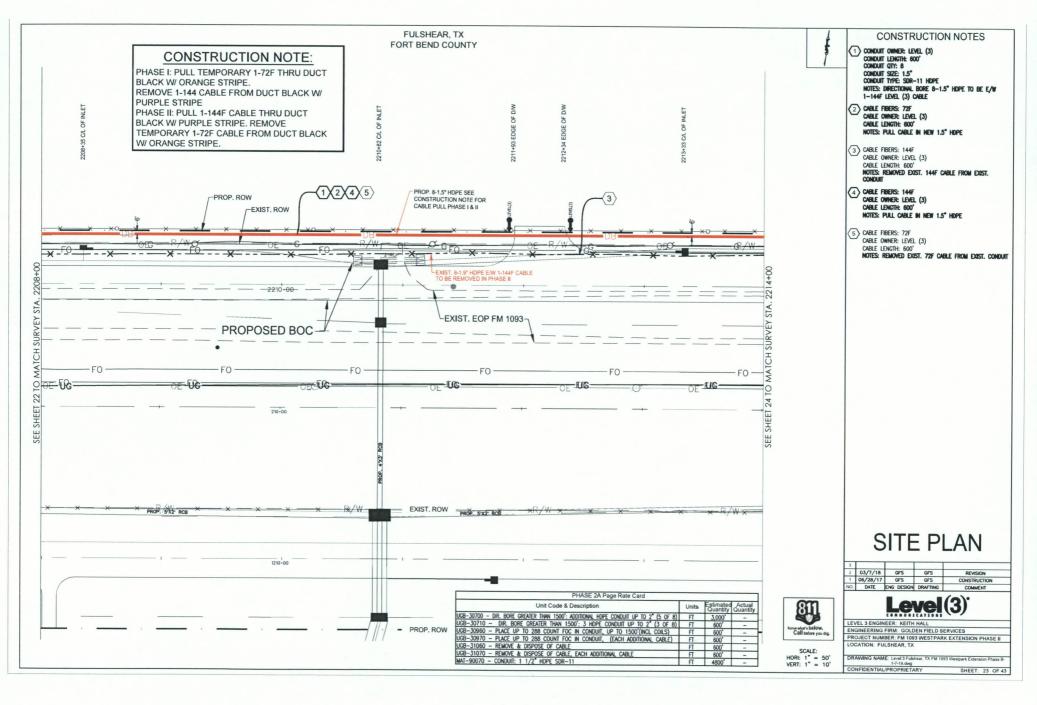
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1	06/28/17	GFS	GFS	CONSTRUCTION
VO.	DATE	ENG DESIGN	DRAFTING	COMMENT

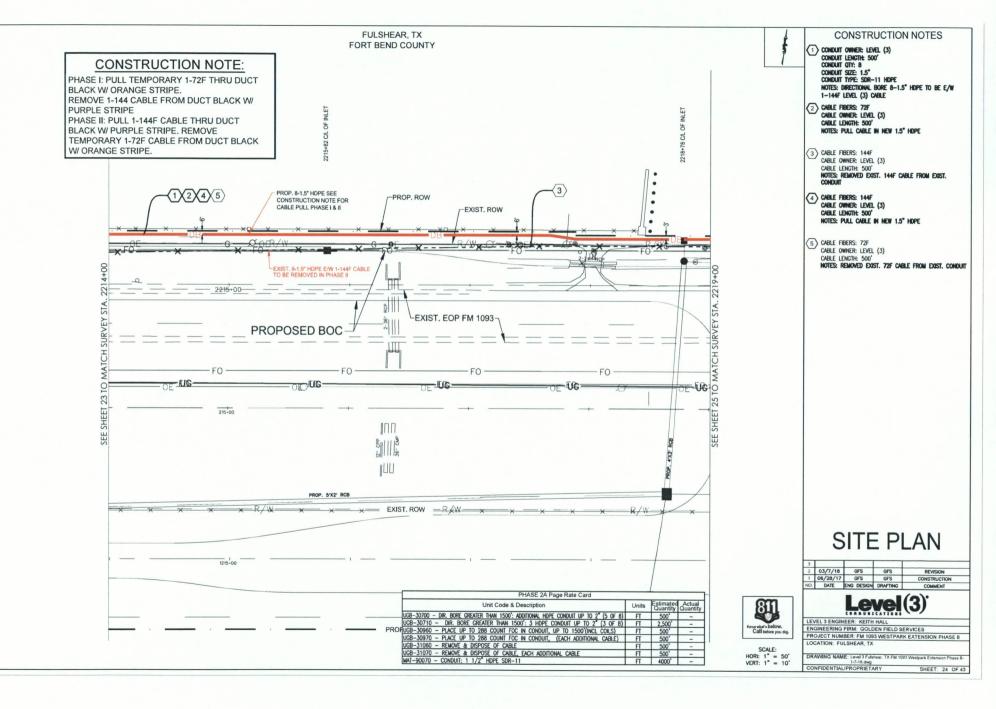


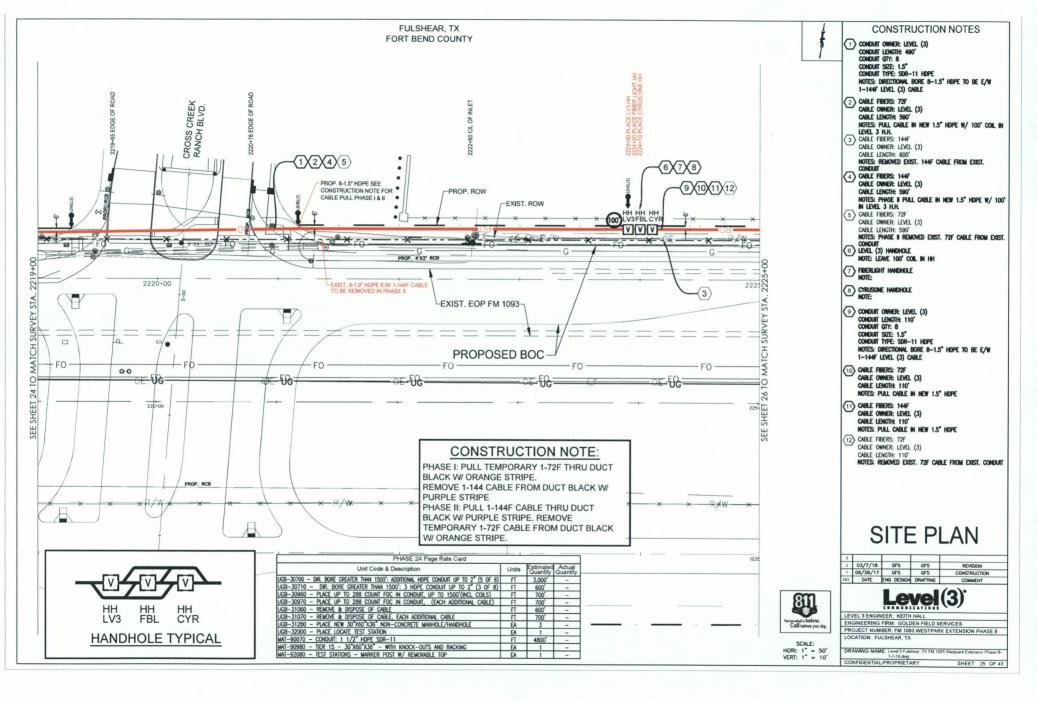
LEVEL 3 ENGINEER: KEITH HA ENGINEERING FIRM: GOLDEN FIELD SERVICES PROJECT NUMBER: FM 1093 WESTPARK EXTENSION PHASE II LOCATION: FULSHEAR, TX

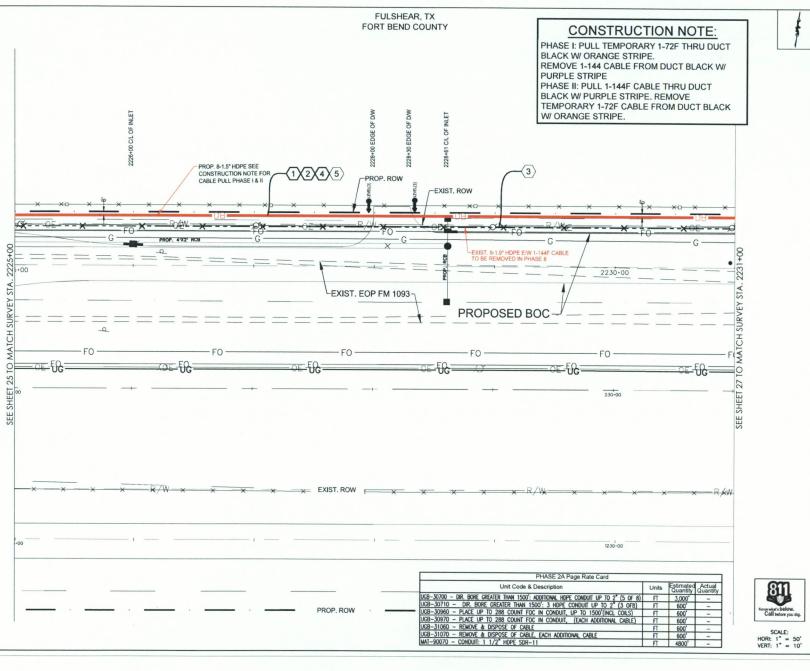












CONSTRUCTION NOTES

- (1) CONDUIT OWNER: LEVEL (3) CONDUIT LENGTH: 600' CONDUIT QTY: 8 CONDUIT SIZE: 1.5° CONDUIT TYPE: SDR-11 HDPE NOTES: DIRECTIONAL BORE 8-1.5° HDPE TO BE E/W 1-144F LEVEL (3) CABLE
- (2) CABLE FIBERS: 72F CABLE OWNER: LEVEL (3) CABLE LENGTH: 600' NOTES: PULL CABLE IN NEW 1.5" HDPE
- 3 CABLE FIBERS: 144F CABLE OWNER: LEVEL (3) CABLE LENGTH: 600'
 NOTES: REMOVED EXIST. 144F CABLE FROM EXIST. CONDUIT
- 4 CABLE FIBERS: 144F CABLE OWNER: LEVEL (3) CABLE LENGTH: 600' NOTES: PHASE II PULL CABLE IN NEW 1.5" HDPE
- 5 CABLE FIBERS: 72F CABLE OWNER: LEVEL (3) CABLE LENGTH: 600' NOTES: PHASE II REMOVED EXIST. 72F CABLE FROM EXIST.

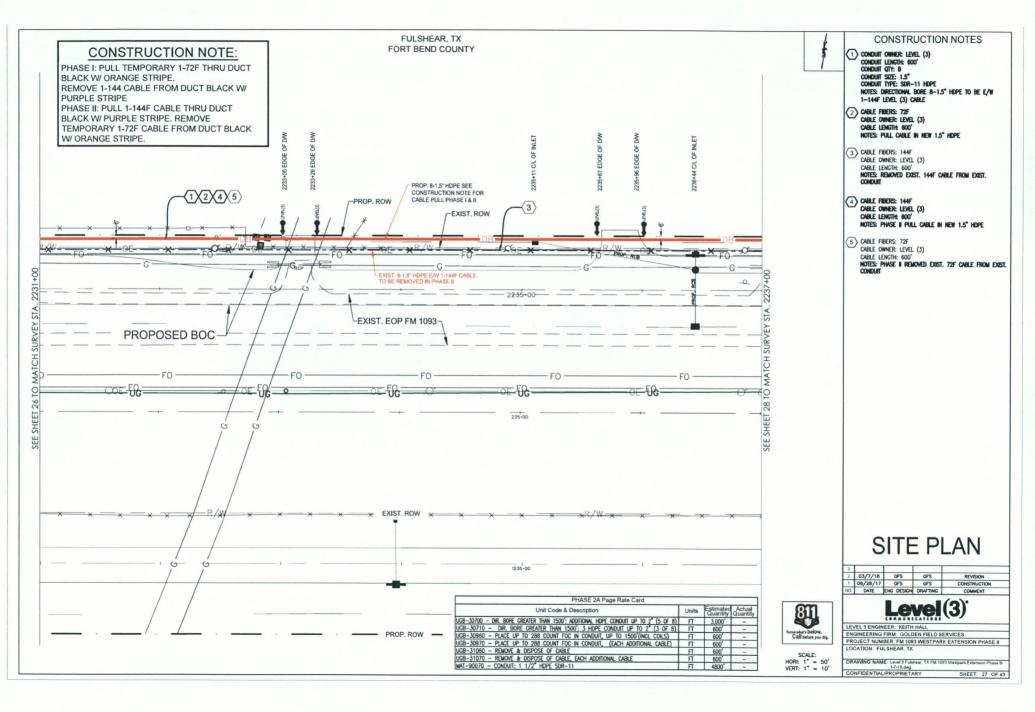
SITE PLAN

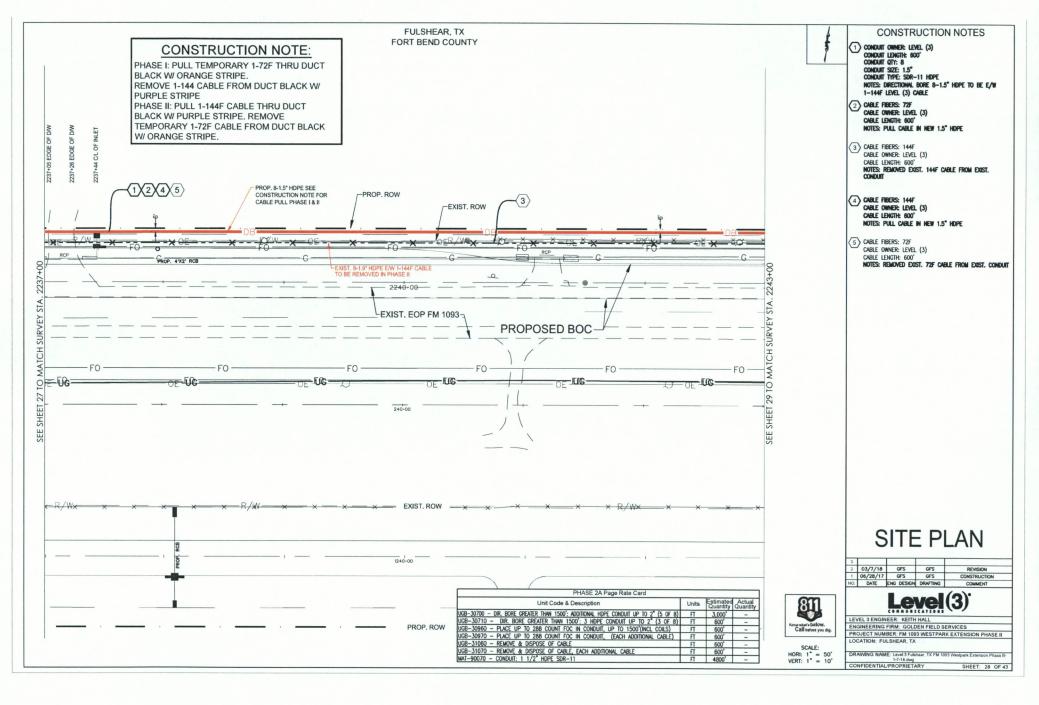
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NO.	DATE	ENG DESIGN	DRAFTING	COMMENT

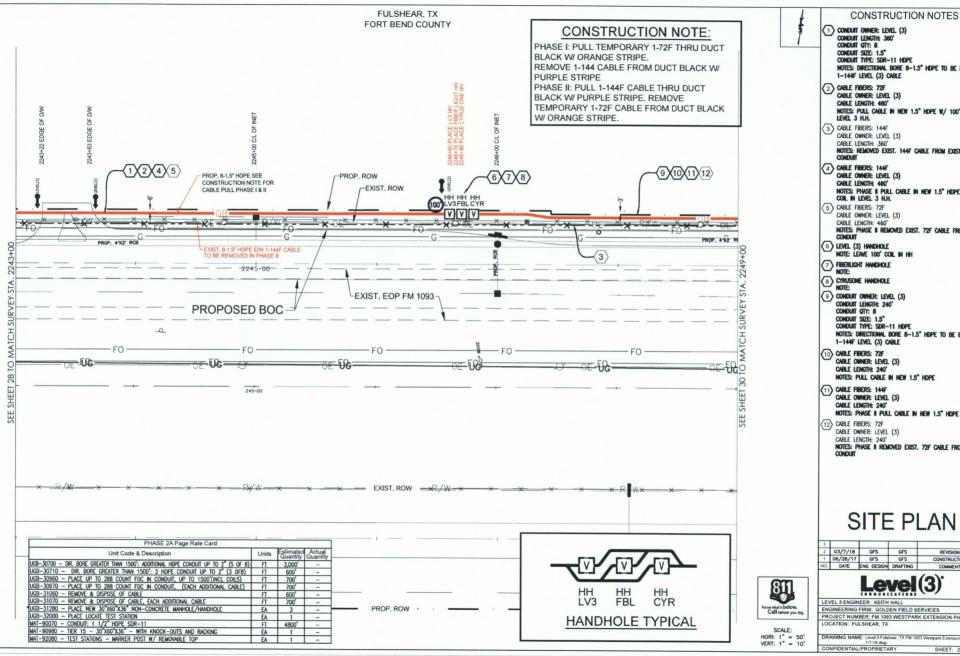
LEVEL 3 ENGINEER: KEITH HALL ENGINEERING FIRM: GOLDEN FIELD SERVICES PROJECT NUMBER: FM 1093 WESTPARK EXTENSION PHASE II LOCATION: FULSHEAR TX

DRAWING NAME: Level 3 Fulshear, TX FM 1093 Westpark Extension Phase II-1-7-18.dwg
CONFIDENTIAL/PROPRIETARY

SHEET: 26 OF 43







CONSTRUCTION NOTES

- CONDUIT TYPE: SDR-11 HDPE NOTES: DIRECTIONAL BORE 8-1.5" HDPE TO BE E/W
- NOTES: PULL CABLE IN NEW 1.5" HOPE W/ 100' COIL IN
- NOTES: REMOVED EXIST. 144F CABLE FROM EXIST.
- NOTES: PHASE II PULL CABLE IN NEW 1.5" HDPE W/ 100' COIL IN LEVEL 3 H.H.
- NOTES: PHASE II REMOVED EXIST, 72F CABLE FROM EXIST.
- CONDUIT SIZE: 1.5° CONDUIT TYPE: SDR-11 HDPE NOTES: DIRECTIONAL BORE 8-1.5" HOPE TO BE E/W
- NOTES: PULL CABLE IN NEW 1.5" HDPE
- NOTES: PHASE II REMOVED EXIST. 72F CABLE FROM EXIST.

SITE PLAN

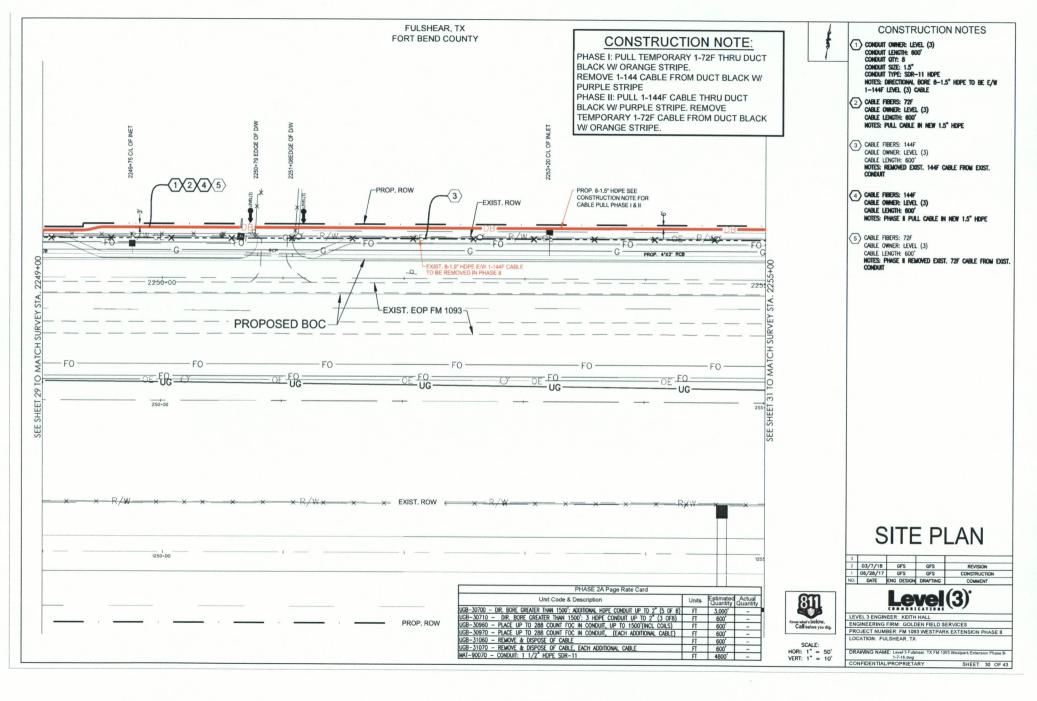
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2	03/7/18	GFS	GFS	REVISION
3				

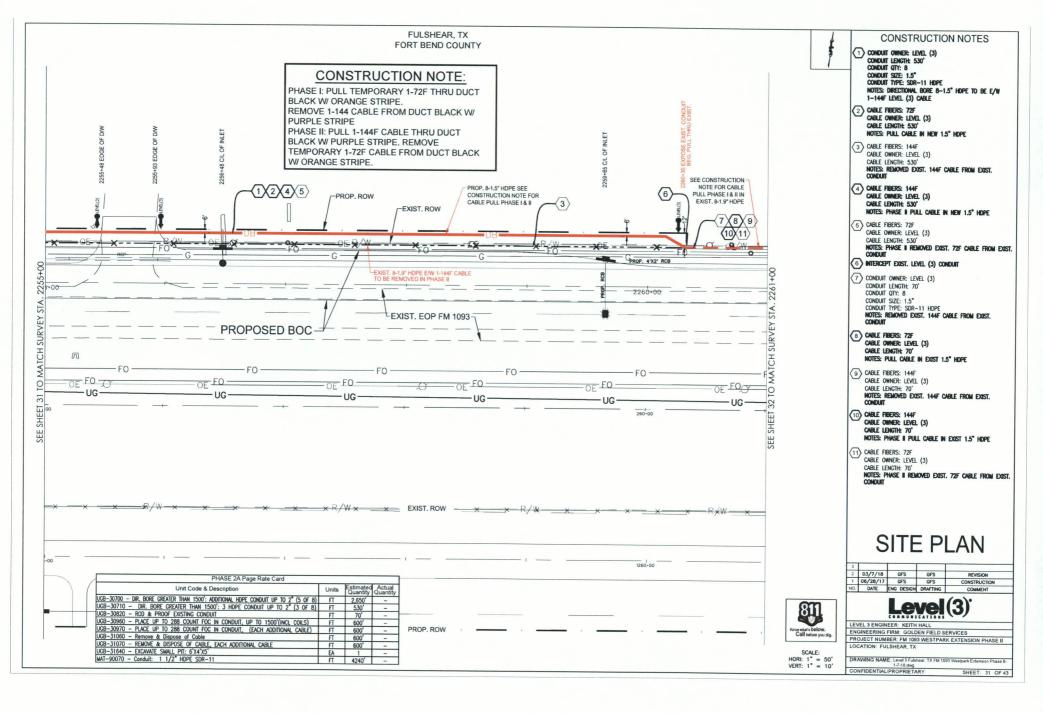


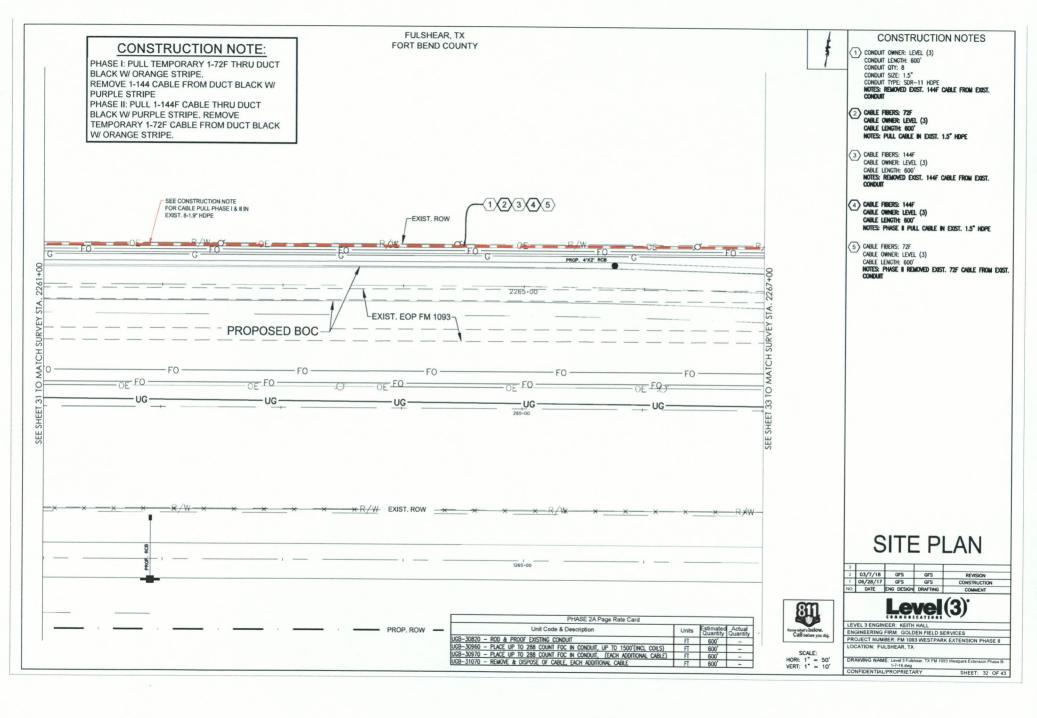
ENGINEERING FIRM: GOLDEN FIELD SERVICES PROJECT NUMBER: FM 1093 WESTPARK EXTENSION PHASE II

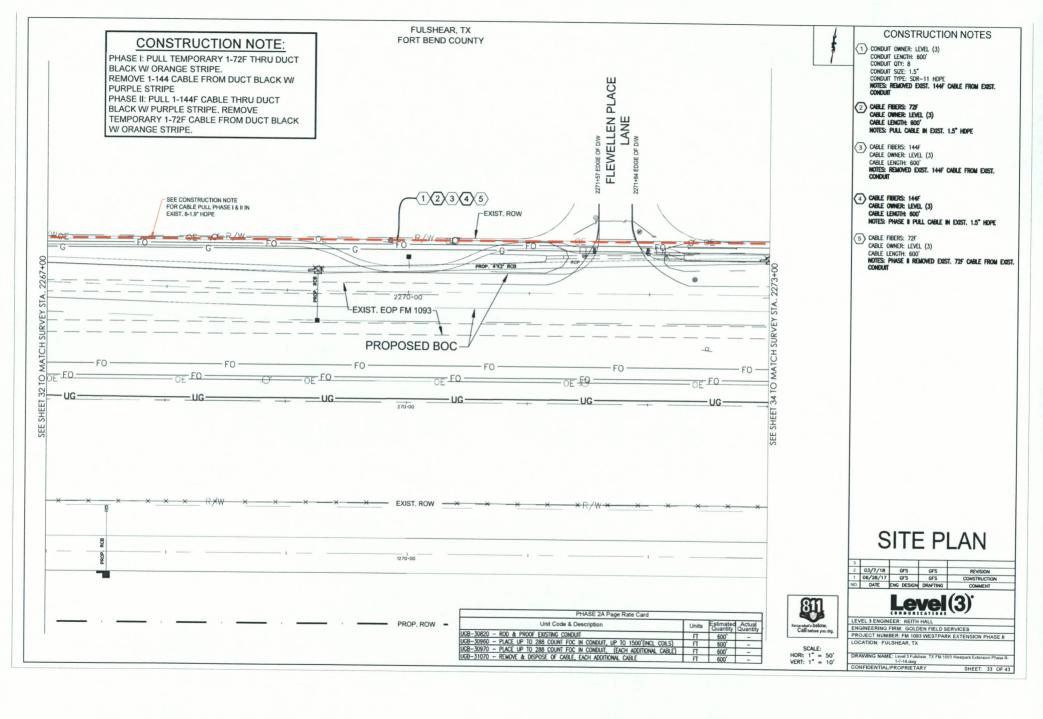
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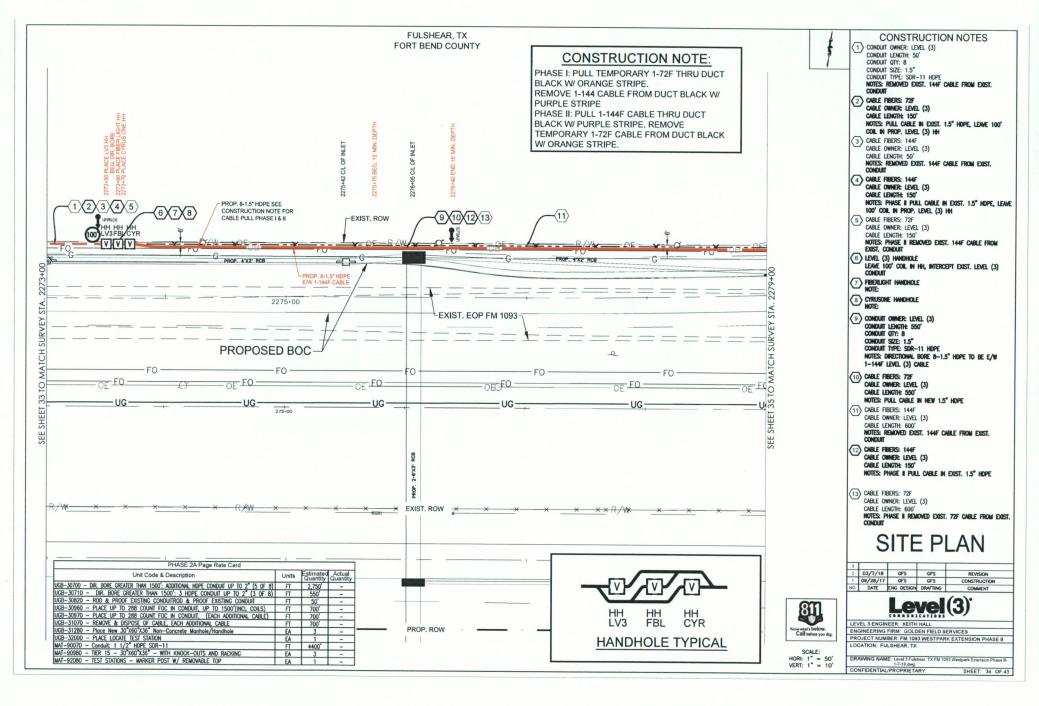
SHEET: 29 OF 43

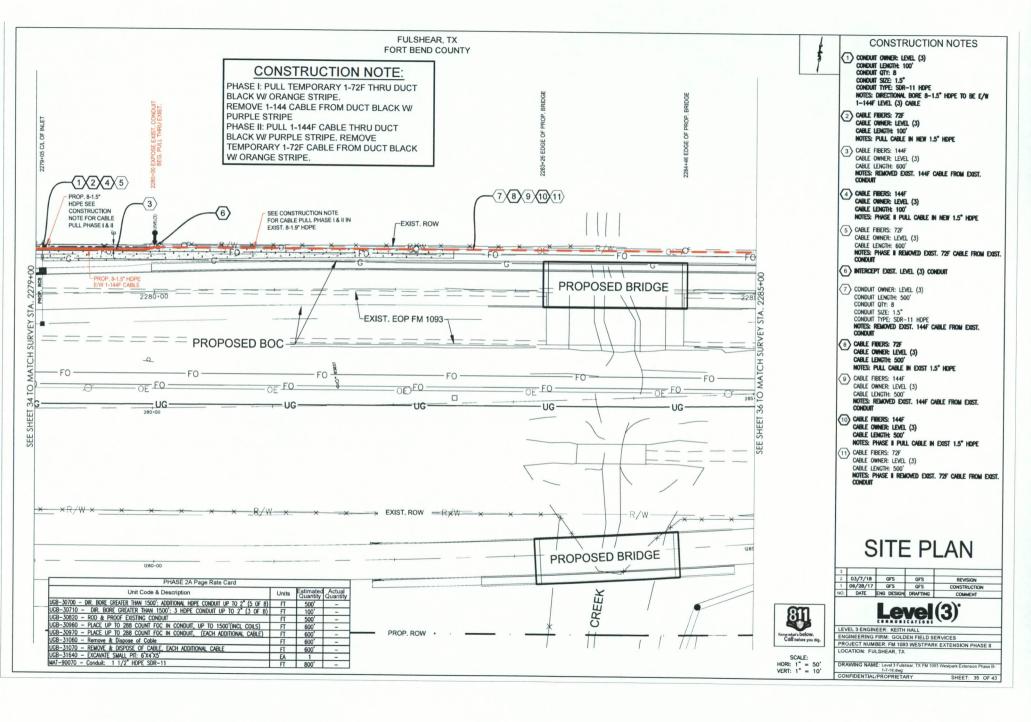


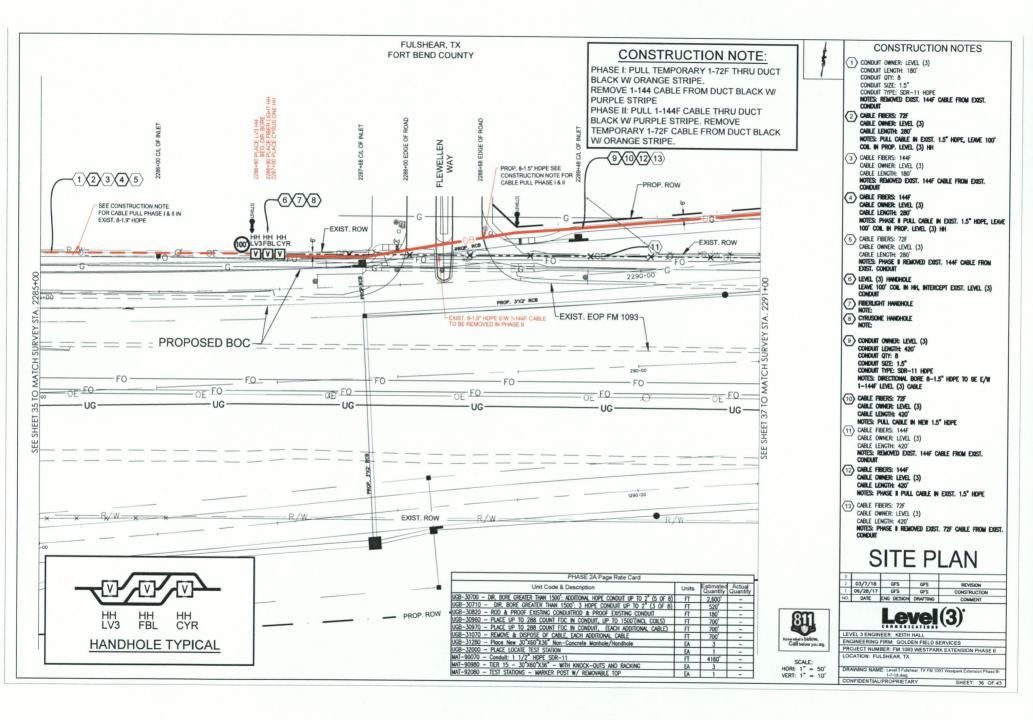


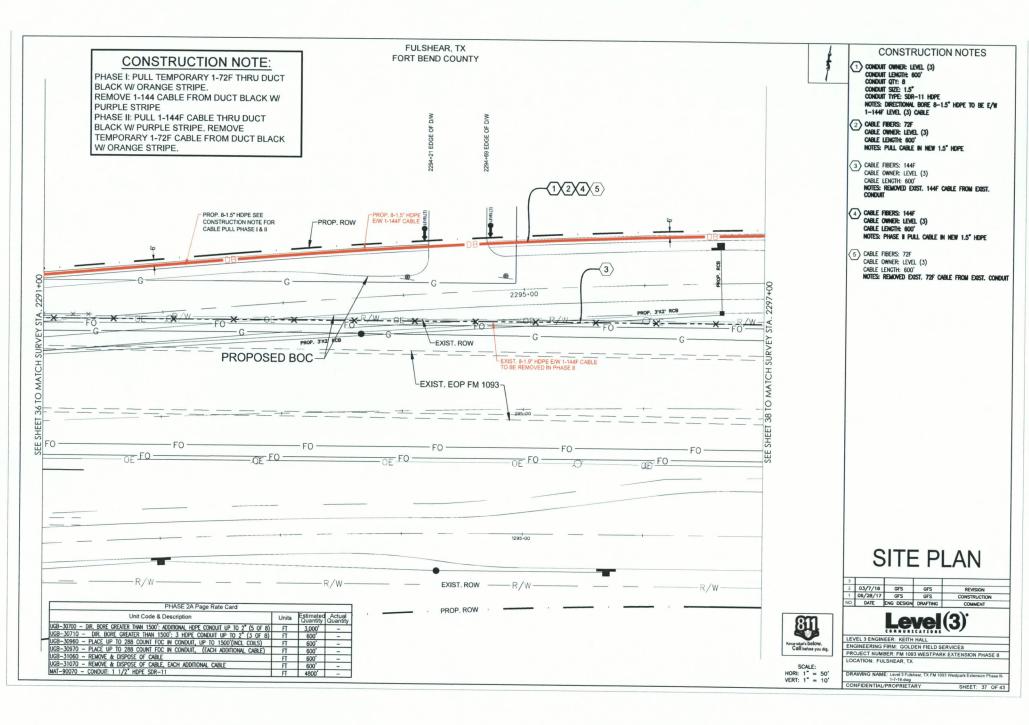


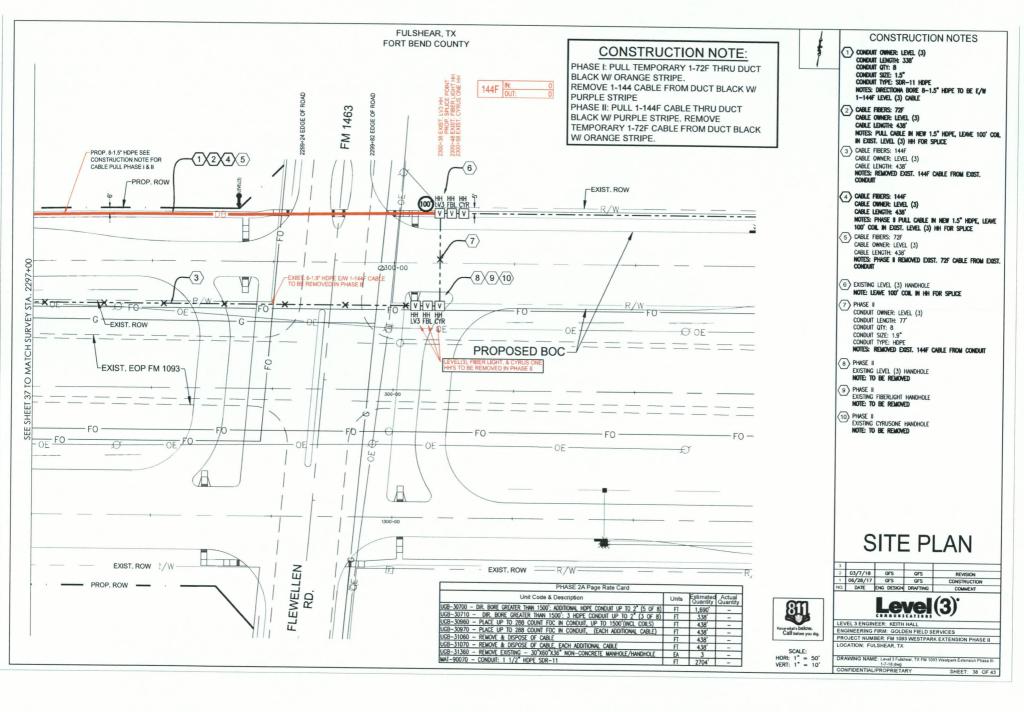


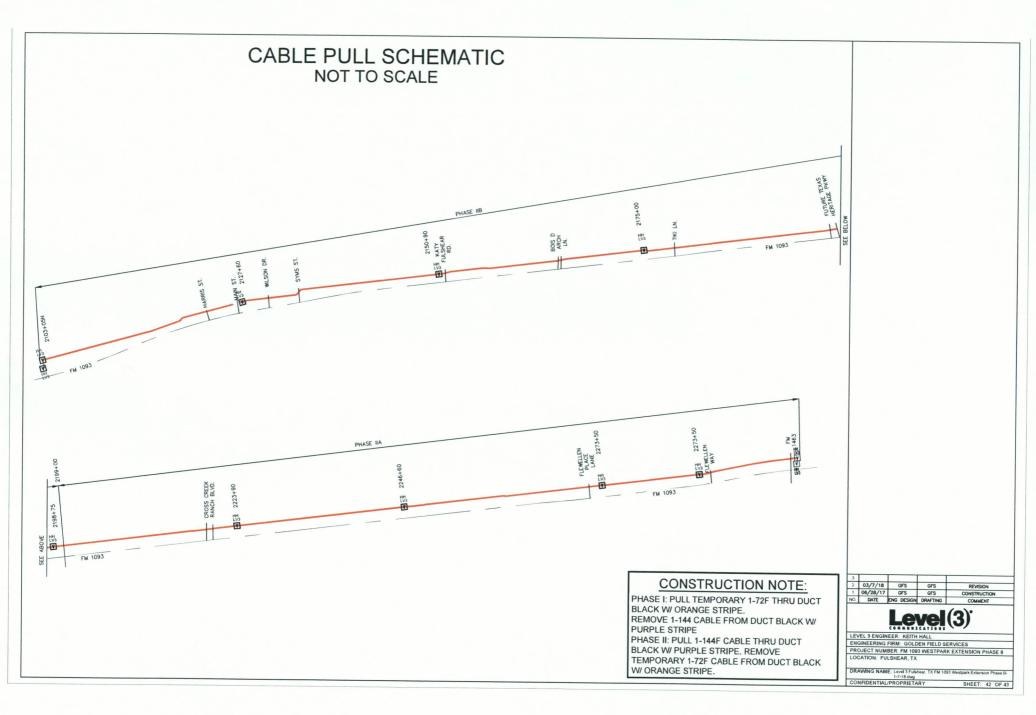












PHASE 2A Page Rate Card					
Unit Code & Description	Units	Estimated Quantity	Actual Quantity		
UGB-30700 - DIR. BORE GREATER THAN 1500': ADDITIONAL HDPE CONDUIT UP TO 2" (5 OF 8)	FT	41,315	_		
UGB-30710 - DIR. BORE GREATER THAN 1500': 3 HDPE CONDUIT UP TO 2" (3 OF 8)	FT	8,263	-		
UGB-30820 - ROD & PROOF EXISTING CONDUIT	FT	2,000	-		
UGB-30960 - PLACE UP TO 288 COUNT FOC IN CONDUIT, UP TO 1500'(INCL COILS)	FT	10,663	_		
UGB-30970 - PLACE UP TO 288 COUNT FOC IN CONDUIT, (EACH ADDITIONAL CABLE)	FT	10,663	-		
UGB-31060 - REMOVE & DISPOSE OF CABLE	FT	7,863	-		
UGB-31070 - REMOVE & DISPOSE OF CABLE, EACH ADDITIONAL CABLE	FT	10,663	_		
LIGR-31280 - PLACE NEW 30"X60"X36" NON-CONCRETE MANHOLE/HANDHOLE	EA	12	-		
UGB-31360 - REMOVE & REPLACE EXISTING - 30"X60"X36" - NON-CONCRETE MH/HH	EA	4	-		
UGB-31640 - EXCAVATE SMALL PIT: 6'X4'X5'	EA	2	-		
UGB-32000 - PLACE LOCATE TEST STATION	EA	4	-		
MAT-90070 - CONDUIT: 1 1/2" HDPE SDR-11	FT	66,104	_		
MAT-90980 - TIER 15 - 30"X60"X36" - WITH KNOCK-OUTS AND RACKING	EA	8	-		
MAT-92080 - TEST STATIONS - MARKER POST W/ REMOVABLE TOP	EA	4	_		

PHASE 2B Page Rate Card						
Unit Code & Description	Units	Estimated Quantity	Actual Quantity			
UGB-30010 - TRENCH UP TO 1500': TRENCH 36" MINIMUM COVER	FT	135	-			
UGB-30150 - PLACE ADDITIONAL HDPE IN OPEN TRENCH CONDUIT UP TO 2"	FT	675	_			
UGB-30160 - PLACE 3 - HDPE CONDUITS IN OPEN TRENCH UP TO 2"	FT	135	-			
UGB-30700 - DIR. BORE GREATER THAN 1500': ADDITIONAL HDPE CONDUIT UP TO 2" (5 OF 8)	FT	34,550	-			
UGB-30710 - DIR. BORE GREATER THAN 1500': 3 HDPE CONDUIT UP TO 2" (3 OF 8)	FT	7,130	-			
UGB-30820 - ROD & PROOF EXISTING CONDUIT	FT	2,405	-			
UGB-30960 - PLACE UP TO 288 COUNT FOC IN CONDUIT, UP TO 1500'(INCL COILS)	FT	10,270	-			
UGB-30970 - PLACE UP TO 288 COUNT FOC IN CONDUIT, (EACH ADDITIONAL CABLE)	FT	10,270	-			
UGB-31060 - REMOVE & DISPOSE OF CABLE	FT	9,101	-			
UGB-31070 - REMOVE & DISPOSE OF CABLE, EACH ADDITIONAL CABLE	FT	10,170	-			
UGB-31280 - PLACE NEW 30"X60"X36" NON-CONCRETE MANHOLE/HANDHOLE	EA	15	-			
UGB-31470 - REMOVE & REPLACE EXISTING - 30"X60"X36" - NON-CONCRETE MH/HH	EA	2	-			
UGB-31640 - EXCAVATE SMALL PIT: 6'X4'X5'	EA	2	-			
UGB-32000 - PLACE LOCATE TEST STATION	EA	6	-			
MAT-90070 - CONDUIT: 1 1/2" HDPE SDR-11	FT	58,120	-			
MAT-90980 - TIER 15 - 30"X60"X36" - WITH KNOCK-OUTS AND RACKING	EA	9	-			
MAT-92080 - TEST STATIONS - MARKER POST W/ REMOVABLE TOP	EA	6	-			

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
1	06/28/17	GFS	GFS	CONSTRUCTION
2	03/7/18	GFS	GFS	REVISION
3				



COMMUNICATIONS
LEVEL 3 ENGINEER: KEITH HALL
ENGINEERING FIRM: GOLDEN FIELD SERVICES
PROJECT NUMBER: FM 1093 WESTPARK EXTENSION PHAS
LOCATION: FULSHEAR, TX

DRAWING NAME: Level 3 Fulshear, TX FM 1093 Westpark Extension Phase II-1-7-16.dag

CONFIDENTIAL/PROPRIETARY SHEET: 43 OF 43

Exhibit B

Construction Cost Estimate

Date
Fort Bend County

Initial Date
Zayo Group, LLC

Sow	FM 1093 and	1		
Description	Relocation			
Market	TX, Houston	7		
PA	151200		1 conduit	1
Task	Online Directional Boring		Zayo	Cost Breakdown
UGB-30700:UGB:Directional Bore Greater Than 1500':Directional Bore greater than 1500': Additional HDPE conduit up to 2"	\$ 101,221.75	\$	12,652.72	Cost divided via pro-rata
UGB-30710:UGB:Directional Bore Greater Than 1500':Directional Bore greater than 1500': 3 HDPE conduits up to 2" (on one reel)	\$ 156,997.00	\$	19,624.63	Cost divided via pro-rata
UGB-31280:UGB:Handhole / Manhole Excavation & Placement:Place New - 30"x60"x36" - Non-concrete Manhole / Handhole	\$ 9,072.00	\$	2,268.00	Costs divided 4 ways.
UGB-31360:UGB:Handhole / Manhole Excavation & Placement:Remove Existing - 24"x36"x36" - Non-concrete Manhole / Handhole	\$ 1,158.00	\$	289.50	Costs divided 4 ways.
UGB-31640:UGB:Pits:Excavate Small Pit: 6'x4'x5'	\$ 1,670.00	\$	208.75	Cost divided via pro-rata
MAT-90070:MAT:Conduit :Conduit: 1 1/4" HDPE SDR-11	\$ 34,374.08	\$	4,296.76	Cost divided via pro-rata
MAT-90980:MAT:Handhole / Manhole:Tier 15 30"x60"x36" - With knock-outs and racking - ncluding Cover	\$ 12,750.00	\$	3,187.50	Costs divided 4 ways.
Total Total	\$ 317,242.83	\$	42,527.85	
ort Bend County Reimbursement (50%)	\$ 158,621.42	\$	21,263.93	

Exhibit C

Schedule of Work and Estimated Dates of Completion

(As Shown Below)

Construction Schedule:

Begin Construction: April 2, 2018 Complete Construction: May 31, 2018

Date
Fort Bend County

Initial Date
Zayo Group, LLC